

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

In re:) Case No. 22-10032
)
JUSTIN RANDOLPH and STEPHANIE) Chapter 13
SYLVERNE,)
)
Debtor.)
)
PRAVATI SPV II, LLC,) Adv. Case No. 22-00190
)
Plaintiff.)
)
v.)
)
JUSTIN RANDOLPH d/b/a Law Office of) Honorable Judge Deborah L. Thorne
Justin G. Randolph,)
)
Defendant.)
)

**STIPULATED NONDISCHARGEABLE JUDGMENT PURSUANT TO 11 U.S.C. § 523
AGAINST DEBTOR JUSTIN RANDOLPH**

1. In connection with that certain *Settlement Agreement* (the “Settlement Agreement”) executed concurrently herewith by plaintiff Pravati SPV II, LLC (“Pravati”), on the one hand, and debtor and defendant Justin G. Randolph (“Debtor”),¹ on the other hand, Pravati and Debtor hereby stipulate to a nondischargeable judgment being entered against Debtor and in favor of Pravati as set forth herein.²

2. **NOW, THEREFORE**, based upon the foregoing and the recitals specifically set

¹ Pravati and Debtor are collectively referred to hereinafter as the “Parties.”

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Settlement Agreement.

forth in the Settlement Agreement, the sufficiency of which are specifically acknowledged by the Parties, and the Parties hereto intending to be legally bound hereby, the undersigned Parties hereby agree and stipulate to a **NONDISCHARGEABLE JUDGMENT** as follows:

3. A nondischargeable judgment in the above-captioned Adversary Proceeding (the “Nondischargeable Judgment”) in the amount of Four Hundred Fifty Thousand Dollars (\$450,000.00) is hereby entered in favor of Pravati and against Debtor; provided, however, in the event of a Default under the Settlement Agreement (as defined herein), the Nondischargeable Judgment will be enforceable in the amount of Four Hundred Ninety-Three Thousand Four Hundred Ninety-Three Dollars (\$493,493.00) (as applicable, either amount will constitute the “Nondischargeable Judgment Total”).

4. A default under the Settlement Agreement (“Default”) shall include: (a) a default in the performance of any term of the Settlement Agreement, including, but not limited to, a failure by Debtor to make any payment to Pravati as required in the Amended Plan; (b) dismissal of Debtor’s bankruptcy case; (c) conversion of Debtor’s bankruptcy case to one under chapter 7; or (d) the Plan Completion does not occur. In the event of a Default, notwithstanding Debtor’s subsequent Plan Completion, the following shall occur: (i) the remaining unpaid balance of the Nondischargeable Judgment Total shall become due and owing immediately, (ii) interest shall begin to accrue immediately on the Nondischargeable Judgment Total at the rate of 9% per annum, and (iii) Pravati shall immediately commence enforcing the Nondischargeable Judgment against Debtor.

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5. The Court retains jurisdiction to hear and determine all matters related to or arising out of this Nondischargeable Judgment and the Settlement Agreement.

IT IS SO STIPULATED AND AGREED

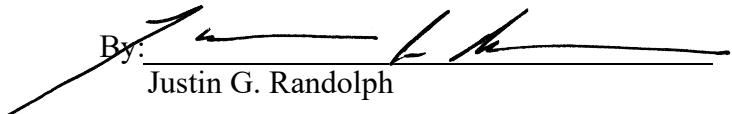
Dated: October ___, 2023

PRAVATI SPV II, LLC

By: _____
Alexander Chucri, CEO

Dated: October ___, 2023

JUSTIN G. RANDOLPH

By: 
Justin G. Randolph

IT IS SO ORDERED.